

1 1. (Once Amended) A commerce management method for automatically managing
2 agreements including one or more contingencies, said method comprising the steps of:
3 a) logging at least one condition for an agreement and identifying at least one
4 potential response as indicating satisfaction of said at least one condition;
5 b) retrieving information related to responses to each condition from independent
6 sources;
7 c) checking said retrieved information to determine whether said agreement is
8 determinate; and
9 d) notifying contracting parties when said agreement is determined to be determinate.

1 4. (Once Amended) A commerce management method as in claim 1, wherein the retrieving
2 step (b) comprises automatically retrieving information from previously identified remotely
3 connected locations.

1 9. (Once Amended) A commerce management method as in claim 1, wherein the step (d) of
2 notifying the parties, notifies parties that the contract has failed when a response to a
3 condition indicates said condition cannot be satisfied.

1 10. (Once Amended) A commerce management method as in claim 1, wherein the step (d)
2 of notifying the parties, notifies parties that the contract is determinate when identified
3 satisfying responses have been received for each said condition.

1 12. (Once Amended) An automated commerce management system comprising:
2 a plurality of remotely connected terminals, contracting parties entering information
3 about contract conditions in said terminals;
4 a storage maintaining a contingency agreement database, said contingency agreement
5 database including contracting party information and condition information on
6 a plurality of agreements, said condition information including:
7 one or more potential responses satisfying each condition, and
8 one or more milestones for each said potential response; and
9 an automatic data retriever retrieving condition response information from
10 independent sources via one or more remotely connected computers.

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cont 1 13. (Once Amended) A commerce management system as in claim 12, further comprising:
2 an automatic mailer notifying contracting parties when a corresponding agreement is
3 determinate.

1 15. (Once Amended) A commerce management system as in claim 13 wherein said
2 automatic mailer sends electronic mail (e-mail) to parties identified by an e-mail address.

1 16. (Once Amended) A computer program product for automated commerce management,
2 said computer program product comprising a computer usable medium having computer
3 readable program code thereon, said computer readable program code comprising:
4 computer readable program code means for logging conditions for agreements and for
5 each logged condition identifying at least one potential response as indicating
6 satisfaction;
7 computer readable program code means for retrieving information related to
8 responses to each condition from independent sources;
9 computer readable program code means for checking said retrieved information to
10 determine whether said agreement is determinate; and
11 computer readable program code means for notifying contracting parties when said
1 agreements is determinate.

1 21. (Once Amended) A commerce management method as in claim 4, wherein said retrieved
2 information includes at least one of: consumer's price index (CPI), prime lending rate
3 (Prime), a mortgage rate, a currency exchange rate, a bond interest rate, a raw material price,
4 a weather forecast, auction results, election results, and ballot proposition results.

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amcl. 1 22. (Once Amended) A commerce management system as in claim 12, wherein said
2 condition response information includes at least one of: consumer's price index (CPI), prime
3 lending rate (Prime), a mortgage rate, a currency exchange rate, a bond interest rate, a raw
4 material price, a weather forecast, auction results, election results, and ballot proposition
5 results.

REJECTIONS UNDER 35 U.S.C. 103(a)

In the present Office Action, the Examiner rejects pending claims 1-6 and 12-20 as being unpatentable over Minder, Gundewar, and Evans. Pending claims 7-11 are rejected as unpatentable over Minder, Gundewar, Evans, and Leymann. Pending claims 21-22 are rejected as unpatentable over Minder, Gundewar, Evans, and NYTimes. In response, Applicant cancels claims 2-3, 5-8, 11, 14, and 17-20 and amends claims 4, 9, 10, 13, 15, and 21-22 to more clearly define the invention and to adjust claim dependencies appropriately. Remarks below apply to independent claims 1, 12, and 16 and to their respective dependent claims.

Minder is essentially a customer satisfaction reporting system, wherein customized input forms capture one contracting party's opinions about various aspects of housekeeping services, and those opinions are then summarized by a computed score. Minder does not automatically manage agreements with contingencies where information regarding the contingencies is acquired from independent sources, as taught and claimed by the present invention (as amended). Similarly, Gundewar and Leymann disclose automated project planning and workflow management systems, respectively, to help internal "team members" (in the language of Gundewar) or "subscribers" (in the language of Leymann) plan and manage their projects. These cited prior art references involve direct management of information regarding contingencies by the participating workers themselves.

Similarly, Evans also involves such direct, manual management of information, versus automatic management of agreements with contingencies where information regarding the contingencies is acquired from independent sources. Evans teaches a secure XML-based internet communication system for real estate transactions wherein a Realtor can monitor other "key players" who may submit "pieces of transaction data at the appropriate times, prompted by the Realtor". None of the prior art references teaches or suggests automatically retrieving (versus merely accepting submissions of) information needed to deem an agreement to be determinate. The Examiner notes that businesses hire "account managers or program managers" for manual transaction management, but this practice does not constitute a valid suggestion to combine the teachings of the prior art to produce the claimed invention.

In contrast, the present invention allows contracting parties to select contingencies in their agreement having some contingent terms depend on events and data that may be

independently observed, to manage the contracts automatically (page 6 lines 21-25). In other words, conditions may depend upon independent informational sources that are targeted (and that may optionally have been previously identified and linked-to (page 6 lines 2-3)) for automatic information retrieval. Regarding claims 21 and 22, the NYTimes reference is essentially an internet-based equivalent of a newspaper "morgue", the existence of which per se does not teach, suggest, or motivate combining or modifying the teachings of the prior art to produce the claimed invention, a requirement stated in In re Fine (previously cited).

Thus, the cited prior art neither separately nor in combination fairly teach or suggest the present invention as currently claimed. Applicant believes all pending claims are allowable as amended and therefore requests this case be allowed by the Examiner. The prior art made of record and not relied upon but considered pertinent to Applicant's disclosure has been reviewed. The Examiner is invited to telephone the Applicant's representative at the number below to expedite prosecution of this case.

Respectfully submitted,

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